



BANK OF OKLAHOMA

RECORDATION NO. 10514 Filed 1425

No. 1-041A141

FFB 10 1981 - 10 50 AM

Date FEB 10 1981

Fee \$ 10.00

INTERSTATE COMMERCE COMMISSION

ICC Washington, D. C.

February 4, 1981

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: R. W. McMahon
Mortgage on Tank Cars
filed 6-18-79 - No. 10514

Dear Sir:

We enclose the original and two certified copies of the original of an Assumption Agreement dated January 16, 1981 covering the above described instrument. Please file of record and return an acknowledged copy to the undersigned.

Also, we enclose our Cashier's Check, No. 192164, for \$10.00, for the recording fee.

Sincerely,

Maxine Nunn
Loan Operations

mn/
Encls.
Registered Mail

RECEIVED
FEB 10 10 45 AM '81
I.C.C.
FEE OPERATION BR.

Interstate Commerce Commission
Washington, D.C. 20423

2/10/81

OFFICE OF THE SECRETARY

Maxine Nunn
Bank Of Oklahoma, N.A.
P.O.Box 2300
Tulsa, Oklahoma 74192

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **2/10/81** at **10:50am**, and assigned re-recording number(s). **10514-B**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

FFB 10 1981-10 50 AM
INTERSTATE COMMERCE COMMISSIONASSUMPTION AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of January, 1981, by and between PETER J. McMAHON, JOHN H. CONWAY, JR., and BOBBIE LOU McMAHON, as Trustees (collectively referred to as the "Trustees") for the RICHARD W. McMAHON AND BOBBIE LOU McMAHON TRUST, created the 1st day of August, 1980, hereinafter referred to as "Trust", and BANK OF OKLAHOMA, N.A., One Williams Center, Tulsa, Oklahoma, hereinafter referred to as "Bank".

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, R. W. McMahon ("Borrower") did on or about the 6th day of June, 1979, borrow from the Bank the sum of Two Hundred Seventy Thousand Three Hundred Thirty-One and 31/100 Dollars (\$270,331.31), and to evidence his obligation therefor made, executed and delivered to the Bank two promissory notes ("Notes"), to the Bank in the principal amounts of:

1. One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00), payable in installments of principal and interest as provided in said Note, bearing interest at the rate of one percent (1%) over Bank of Oklahoma, N.A., Prime Rate of Interest as defined therein, floating, from maturity until paid, a copy of which is attached hereto and made a part hereof, upon which, as of November 10, 1980, there was unpaid on this obligation and Indebtedness secured by the Mortgage further described herein the principal sum of One Hundred Fourteen Thousand Nine Hundred Eighty-Two and 45/100 Dollars (\$114,982.45);

AND

2. One Hundred Twenty Thousand Three Hundred Thirty-Three and 31/100 Dollars (\$120,333.31), payable in installments of principal and interest as provided in said Note, being interest at the rate of one percent (1%) over Bank of Oklahoma, N.A. Prime Rate of Interest as defined therein, floating, from maturity until paid, a copy of which is attached hereto and made a part hereof, upon which, as of November 10, 1980, there was unpaid on this obligation and Indebtedness secured by the Mortgage further described herein the principal sum of One Hundred Ten Thousand Twenty-Seven and 58/100 Dollars (\$110,027.58), which represents a renewal of that certain promissory note made, executed and delivered by Borrower to Bank dated the 6th day of June, 1979, in the principal amount of One Hundred Twenty-Six Thousand Five Hundred and no/100 Dollars \$126,500.00); and

All obligations of the Borrower to the Bank under the Notes, including all costs of collection, are hereinafter referred to as the "Indebtedness".

WHEREAS, R. W. McMahon, hereinafter referred to as "Mortgagor", on the 6th day of June, 1979, made, executed and delivered unto the Bank that certain Mortgage on Tank Cars ("Mortgage") filed of record with the Interstate Commerce Commission on June 18, 1979, recordation Number 10514, a copy of which is attached hereto and made a part hereof, covering various railroad tank cars to secure said Notes; and

WHEREAS, on the 1st day of August, 1980, R. W. McMahon sold, assigned, transferred and conveyed without the consent of the Bank to the Trustees for the Trust the property described in the Mortgage, which remains subject to the Mortgage; and as consideration for said transfer, the Trustees on behalf of the Trust have assumed and agreed to pay said Indebtedness remaining on the above-described Notes, and have assumed the Mortgage, security agreements and financing statements in

connection therewith, and have reviewed and approved same, and that the Trustees warrant that, in accordance with the Trust, they have full right and authority to enter into this Agreement;

NOW, THEREFORE, in consideration of the premises and the consent of the Bank to said conveyance and transfer to the Trust of the property described in the Mortgage, the undersigned, Peter J. McMahon, John H. Conway, Jr., and Bobbie Lou McMahon, as Trustees for the Trust, hereby assume the Mortgage and assume and agree to pay the Indebtedness evidenced by the above-described Notes or any extensions, renewals or changes thereof, and assume and adopt each and every security agreement and financing statement filed or to be filed in connection with said Indebtedness, and do hereby agree that the Trustees shall be bound by the terms and provisions of said Mortgage, security agreements, financing statements and Notes secured thereby, as fully as though the same were its original obligations and agreements.

IT IS AGREED that the acceptance hereof by the Bank shall in no way impair, release, alter or change its rights under the Mortgage or under the Notes, and that this assumption shall not be construed as a novation of R. W. McMahon, his heirs or successors, and that the obligation herein assumed by the Trustees for the Trust shall continue to be a first and prior lien upon the property covered by said Mortgage as fully and to the same extent as under the Mortgage as originally executed and delivered to the Bank.

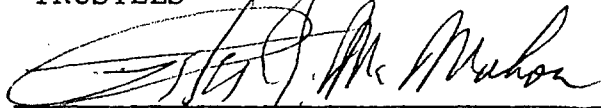
IT IS AGREED that extensions or renewals from time to time of said Notes, or any part thereof, or with respect to the security therefor may be granted, and the parties hereto hereby consent to any such extensions or renewals, to any of the parties hereto without in any way impairing the rights of the Bank or any holder of either Note against any of the parties liable thereon or any security therefor.

IT IS FURTHER AGREED that the Trustees will furnish the Bank information adequately to identify with accuracy all collateral securing the Indebtedness as may be requested by Bank, and that Trustees shall not sell, transfer, exchange or otherwise dispose of the collateral secured by the Mortgage without first obtaining the prior written consent of the Bank.

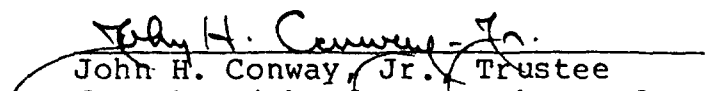
THIS AGREEMENT shall inure to the benefit of the successors and assigns of the Bank and shall be binding upon the successors or appointees of the Trustees or any other person of entity gaining control of the corpus and income of the Trust.

Dated this 16th day of January, 1981.


"TRUSTEES"



Peter J. McMahon, Trustee for
the Richard W. McMahon and Bobbie
Lou McMahon Trust



John H. Conway, Jr., Trustee
for the Richard W. McMahon and
Bobbie Lou McMahon Trust



Bobbie Lou McMahon, Trustee
for the Richard W. McMahon and
Bobbie Lou McMahon Trust

"BANK"

BANK OF OKLAHOMA, N.A.

By *Rick P. Bartley*
Its Vice President

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

~~I CERTIFY THIS TO BE
A TRUE AND EXACT COPY
OF THE ORIGINAL~~

Bonnie Gabler
~~NOTARY PUBLIC~~

My Commission expires 12-21-81

Before me, the undersigned, a Notary Public in and for said county and state, on this 16th day of January, 1981, personally appeared Peter J. McMahon, John H. Conway, Jr., and Bobbie Lou McMahon, Trustees for the Richard W. McMahon and Bobbie Lou MaMahon Trust Agreement, dated the 1st day of August, 1980, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal this 16th day of January, 1981.

Cynthia D. Bull
Notary Public

My Commission Expires:

6-19-84

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

Before me, the undersigned authority, a Notary Public in and for the County of Tulsa, in the State of Oklahoma, on this day personally appeared Rick P. Bartley,
Vice President of the Bank of Oklahoma, N.A., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein set forth.

Given under my hand and seal of office, this 21 day of January, 1981.

Peggy Kelly Wilson
Notary Public

My Commission Expires:

July 24, 1982

JUN 18 1979 - 4 00 PM

MORTGAGE ON TANK CARS

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned mortgagor, R. W. McMAHON, hereinafter sometimes referred to as "Mortgagor", has this day borrowed from BANK OF OKLAHOMA, N.A., ("Mortgagee"), located at One Williams Center, Tulsa, Oklahoma, the sum of Two Hundred Seventy-six Thousand Five Hundred and no/100 Dollars (\$276,500.00) and to evidence its obligation therefore has made, executed and delivered to BANK OF OKLAHOMA, N.A. its promissory notes, ("Notes"), from Mortgagor to Mortgagee in the principal amounts of:

- #1. One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) payable in installments of principal and interest as provided in said Note, and bearing interest at the rate of 1% over BOK prime, floating, from maturity until paid.

AND

- #2. One Hundred Twenty-six Thousand Five Hundred and no/100 Dollars with principal and interest payable as provided in said Note, and bearing interest at the rate of 1% over BOK prime, floating, from maturity until paid.

which Notes contain a provision for payment of an attorney's fee of fifteen percent (15%) of the principal and interest due thereon in case said Notes are collected by or through an attorney.

NOW, THEREFORE, in consideration of the premises and to secure the prompt and punctual payment of the Notes above described, payable to the order of said Bank, as aforesaid, and any note or notes which may hereafter be given by the undersigned payable to the order of said Bank prior to the release of this mortgage, and of each and every installment of principal and interest of said Notes and of any extensions, renewals or changes in form from time to time of any of said Notes, or any installment thereof, Mortgagor does hereby mortgage, assign, transfer, set over and convey unto the said BANK OF OKLAHOMA, N.A., its successors and assigns, all and singular the following described property of the undersigned, to-wit:

Eight (8) 33,500 gallon, Class ICC 112A 340-W
Tank Cars, initialed and numbered:

MICX 700; MICX 701; MICX 702; RUDX 200; RUDX 201;
RUDX 202; RUDX 203; RUDX 204,

AND

Nine (9) 30,000 gallon, Class ICC 112A 400-W
Tank Cars, initialed and numbered:

WIGX 1000; WIGX 1001; WIGX 1002; WIGX 1003;
WIGX 1004; WIGX 1005; WIGX 1006; WIGX 1007;
WIGX 1008,

together with all fittings and appliances now or hereafter connected therewith,
and any replacements of any parts thereof or additions thereto.

TO HAVE AND TO HOLD said property hereby granted, transferred, assigned
and mortgaged unto said BANK OF OKLAHOMA, N.A., its successors and assigns,
forever, free and clear of all encumbrances of whatsoever kind or character,
and the undersigned Mortgagor does hereby covenant and agree with said
BANK OF OKLAHOMA, N.A., its successors and assigns, as follows:

FIRST: That the undersigned Mortgagor is the owner and legally in
possession of each and all of said tank cars, and that there are no
encumbrances or liens of any kind or character against any of said property
and that the undersigned has good right and lawful authority to transfer,
convey, assign and mortgage the same; that the home office of the undersigned
mortgagor is at Tulsa, Oklahoma.

SECOND: That it will not voluntarily create or suffer to be created
or to arise any lien or charge upon any of the property described herein
and mortgaged hereby having priority to or preference over the lien of these
presents upon said mortgaged property, or any part thereof; that it will pay
all lawful claims and demands of all persons whomsoever which, if paid,
might by law be given preference as to this mortgage as a lien or charge
upon said mortgaged property, or any part thereof.

THIRD: That it will at all times during the time this mortgage is in
force and effect keep all said tank cars in first-class condition and repair.

FOURTH: That it will forthwith cause to be painted upon the sides
of each of said cars, in letters no less than one inch in height, the words
BANK OF OKLAHOMA, N.A., Mortgagee, so located as to be readily visible and
to indicate plainly that said cars are mortgaged to Bank, and will, at its
own cost, cause said markings to be maintained so long as this mortgage remains
in force and effect; and Mortgagor further covenants that the markings upon
said cars, above described, indicating the name of the owner and the numbers
thereof, shall not be changed without the previous written consent of the
Bank, and shall be maintained by Mortgagor at its own cost, so that the same
shall be plainly visible so long as this mortgage remains in force and effect.

FIFTH: That it will pay and discharge all taxes, assessments and governmental charges lawfully imposed upon any part of said mortgaged property, as well as any demurrage or freight charges against the same, so that the priority of this mortgage shall be fully preserved in respect to said property.

SIXTH: That it will exercise all reasonable care in the protection and possession of said property so long as said indebtedness remains unpaid, and that the property so mortgaged and pledged by this instrument shall not, during such time, be sold, encumbered, or otherwise disposed of.

SEVENTH: That if default be made in the payment, when due, or any installment of principal or of interest of any note secured hereby, or if Mortgagor should fail to observe or perform any of the covenants or agreements herein contained, or in any other mortgage securing any of the indebtedness secured hereby, or if any proceeding be commenced by or against Mortgagor for the adjudication of Mortgagor as a bankrupt, or for a reorganization, or for any other relief of Mortgagor as a debtor under the Code of Bankruptcy, or if a receiver be appointed for Mortgagor, or for a substantial portion of its property, or if any of the mortgaged property be levied upon or attached and the same is not within five (5) days thereafter released therefrom (all of which shall be deemed "events of default"), then in any such event all sums provided by said Notes to be paid, may, at the option of the holder thereof, and without notice to Mortgagor, become due and payable, and the Bank shall not be exclusive, but shall be cumulative of any other rights or remedies at law or in equity which the Bank may have, to-wit:

- (a) To demand within ten (10) days thereafter to receive from Mortgagor peaceable possession of all said tank cars at some place designated by the Bank upon the tracks in Tulsa County, Oklahoma, Mortgagor agreeing that it will, at its own expense, within said ten (10) days, deliver possession of said cars to the Bank at the place so designated, and in case of the failure of Mortgagor so to do, possession of said cars may be taken by the Bank wherever the same may be found, and at the election of said Bank may be removed by said Bank to Tulsa County, Oklahoma, at the expense of the Mortgagor, and for the purpose of having said cars removed to Tulsa County, Oklahoma, the Mortgagor agrees that it will, upon demand, deliver to the Bank or its assigns, possession of all records it may have, showing or tending to show the location of said cars, and said Bank, by any of its officers, in the name of Mortgagor, may give any orders, directors, or instructions to any railroad company or other person, and may sign Mortgagor's name to any

transfer, documents and agreements for the purpose of removing said cars, and may pay the expense of such removal and recover same from the proceeds of the sale of any of the mortgaged cars.

- (b) The Bank, its agents, attorneys or representatives, shall have the right to power, with or without exercising any of the rights given in the preceding subsection, to sell at public auction, to the highest bidder, for cash, at one or more sales, all or any part of the mortgaged property, upon giving notice of the time and place thereof, by posting same at five (5) public places in the county in which such sale is to be held, at least ten (10) days prior thereto, one of which places shall be the place where such sale is to be held, or by giving notice at least ten (10) days before such sale, by publication thereof in a newspaper published at least weekly in such county, and of general circulation therein, and by giving such other notice as may be required by law at the place where such sale shall be held. Any such sale may be held at the courthouse door, or any place where sales at public auction are customarily held in any country in any state in which any of the property to be sold may at any time be located; or at the courthouse door in the County of Tulsa, State of Oklahoma. Notice to Mortgagor of any such sale shall be deemed to have been duly given if, not less than ten (10) days before the date of such sale, a copy of such notice shall be delivered to it or mailed by ordinary mail addressed to Mortgagor at its address as shown on Bank's records. It shall be necessary, if said sale be held in Tulsa County, Oklahoma, that said property be actually present in the county of the state in which said sale is held; and the title and right of possession to such property shall pass to the purchaser at such sale as completely as if said property had been actually present and delivered at such sale, and Mortgagor covenants and agrees to deliver all of such property to the purchaser within a reasonable time thereafter, and for that purpose to execute all proper instructions, orders, or documents to any railroad company, or other person, and such other and further assurances as may be proper or required; and such purchaser shall be entitled to exercise all the rights and privileges herein given to the Bank in the preceding subsection (a) hereof for the recovery of possession of any of said cars. At any such sale, the Bank, if the highest bidder therefore, may become the purchaser of any such property. The proceeds of any such sale shall be applied:

FIRST: To the payment of all costs and expenses of such sale, including any expenses which may have been advanced or incurred by the Bank in recovering possession or custody of, or in causing the return of said property to the place of sale, if any, together with an attorney's fee of ten percent (10%) of the amount realized at such sale, as a fee for the foreclosure hereof.

SECOND: To the payment of the indebtedness secured by this mortgage, with interest and attorney's fees.

THIRD: Any excess shall be paid to Mortgagor or its assigns.

- (c) The Bank may proceed by action or actions in any court or courts of competent jurisdiction to foreclose this mortgage.

The provisions of this mortgage shall be binding upon the successors and assigns of Mortgagor, and shall inure to the benefit of the successors and assigns of the Bank

IN WITNESS WHEREOF, the undersigned, R. W. McMAHON, has caused this instrument to be executed in its name by its duly authorized officers this

6th day of June, 1979.

MORTGAGEE

BANK OF OKLAHOMA

By:

Glenn A. Elrod
Glenn A. Elrod
Vice President

MORTGAGOR

R. W. McMahon
R. W. McMahon

5200 South Harvard - Bldg. 6
Tulsa, Oklahoma 74135

I CERTIFY THIS TO BE
A TRUE AND EXACT COPY
OF THE ORIGINAL

Bernice Galtier
NOTARY PUBLIC

My Commission expires 12-21-81

STATE OF OKLAHOMA)
) as:
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said
County and State, on this 6 day of June, 1979, personally
appeared R. W. McMahon, to me known to be the identical person who
executed the within and foregoing instrument, and acknowledged to me
that he executed the same as his free and voluntary act and deed for
the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
the day and year last above written.

Peggy L. Miller
Notary Public

MY COMMISSION EXPIRES:

7-24-82

PROMISSORY NOTE

MAKERS NAME AND ADDRESS	DATE OF NOTE	MATURITY DATE	NOTE NUMBER	AMOUNT OF NOTE
R. W. McMAHON 5206 S. Harvard Tulsa, Oklahoma 74135	6-6-79	6-15-84	3001	\$150,000.00
<input checked="" type="checkbox"/> NEW LOAN <input type="checkbox"/> RENEWAL OF NO.		INTEREST RATE PER ANNUM BOK Prime + 1% (change date of change)		INTEREST PAYABLE Monthly
COLLATERAL CATEGORIES c/m 17 Railroad Cars				OFFICER 002

PAYMENT TERMS

A principal payment of \$4,000, including interest, all payments to be first applied to interest then to principal, due monthly beginning 7-15-79 and on the 15th day of each month thereafter with a final payment in the amount of the OUTSTANDING PRINCIPAL BALANCE plus any UNPAID ACCRUE

FOR VALUE RECEIVED, the undersigned Maker(s) and all other parties hereto, sometimes herein referred to collectively as Maker, agree to the terms of this Note and promise to pay to order of Bank named herein the Amount of Note together with interest as set forth above Payment of the Amount of Note and interest thereon shall be made according to the terms and at the time or times stated herein, and any amount not paid when due shall bear interest until paid at the rate of 18 % per annum.

ALL PARTIES PRINCIPALS. All parties hereto shall each be regarded as a principal and each party agrees that any party hereto with approval of holder and without notice to other parties may from time to time renew this Note or consent to one or more extensions or deferrals of Maturity Date for any term or terms, and all parties shall be liable in same manner as on original note. All parties waive presentment, notice of dishonor and protest and consent to partial payments, substitutions or release of collateral and to addition or release of any party or guarantor

ADVANCES AND PAYMENTS. It is agreed that the sum of all advances under this Note may exceed the Amount of Note as shown above but the unpaid principal balance shall never exceed said Amount of Note. Advances and payments on note shall be recorded on records of Bank and such records shall be prima facie evidence of said advances, payments and unpaid principal balance. Subsequent advances shall be at Bank's option and the procedures described herein shall not be interpreted as granting a continuing line of credit for Amount of Note.

EVENTS OF DEFAULT. At option of holder, the unpaid balance of this Note and all other obligations of Maker to holder, whether direct or indirect, absolute or contingent, now existing or hereafter arising, shall become immediately due and payable without notice or demand upon the occurrence or existence of any of following events or conditions: (a) Any payment required by this Note or by any other note or obligation of Maker to holder or to others is not made when due; (b) Maker defaults in performance of any covenant, obligation, warranty or provision contained in any loan agreement or in any instrument or document securing or relating to this Note or any other note or obligation of Maker to holder or to others; (c) Any warranty, representation, financial information or statement made or furnished to Bank by or in behalf of Maker proves to have been false in any material respect when made or furnished; (d) The making of any levy against or seizure, garnishment or attachment of any collateral; (e) Failure by Maker to pay any indebtedness at maturity, or the occurrence of any event which results in acceleration of the maturity of indebtedness of Maker to holder or to others under any promissory note, agreement or undertaking; (f) Any time Bank in its sole discretion believes prospect of payment of this Note is impaired; (g) Death, dissolution, or termination of existence of any Maker; or (h) Appointment of a receiver over any part of the property of any Maker, the assignment of property by any Maker for the benefit of creditors, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against any party liable, directly or indirectly, hereunder. No waiver of any payment or other right under this Note or any related agreement shall operate as a waiver of any other payment or right

COLLECTION COSTS. All parties agree to pay reasonable costs of collection, including an attorney's fee of 15% of all sums due upon default

RIGHT OF OFFSET. Any indebtedness due from holder hereof to Maker or any party hereto including, but without limitation, any deposits or credit balances due from holder is pledged to secure payment hereof and any other obligation to holder of any party hereto and may at any time while the whole or any part of such indebtedness remains unpaid, whether before or after Maturity hereof, be appropriated, held or applied toward the payment of this Note or any other indebtedness to holder of any Maker or party hereto.



BANK OF
OKLAHOMA NA

P.O. Box 2300 - Tulsa, Oklahoma 74192

R. W. McMahon
(R. W. McMahon)

PROMISSORY NOTE

BUSINESS LOAN

3296776

MAKER'S NAME AND ADDRESS	DATE OF NOTE	MATURITY DATE	NOTE NUMBER	AMOUNT OF NOTE
R. W. McMAHON 5200 S. Harvard Bldg. 6 Tulsa, Oklahoma 74135	6-15-80	6-15-84	2001	\$120,331.31
	<input type="checkbox"/> NEW LOAN <input checked="" type="checkbox"/> RENEWAL OF NO.	INTEREST RATE PER ANNUM	INTEREST PAYABLE	
	2001	BOK Prime + 1% change date of change	Monthly	
	COLLATERAL CATEGORIES			OFFICER
	17 Railroad Cars			115

PAYMENT TERMS A principal payment of \$3,900 including interest due monthly beginning July 15, 1980 and on the 15th day of each month thereafter, to be applied first to interest, then to principal, with a final payment in the amount of the outstanding principal balance plus any unpaid accrued interest due at maturity, June 15, 1984.

FOR VALUE RECEIVED, the undersigned Maker(s) and all other parties hereto, sometimes herein referred to collectively as Maker, agree to the terms of this Note and promise to pay to order of Bank named herein the Amount of Note together with interest as set forth above. Payment of the Amount of Note and interest thereon shall be made according to the terms and at the time or times stated herein, and any amount not paid when due shall bear interest until paid at the rate of 18 % per annum.

ALL PARTIES PRINCIPALS. All parties hereto shall each be regarded as a principal and each party agrees that any party hereto with approval of holder and without notice to other parties may from time to time renew this Note or consent to one or more extensions or deferrals of Maturity Date for any term or terms, and all parties shall be liable in same manner as on original note. All parties waive presentment, notice of dishonor and protest and consent to partial payments, substitutions or release of collateral and to addition or release of any party or guarantor.

ADVANCES AND PAYMENTS. It is agreed that the sum of all advances under this Note may exceed the Amount of Note as shown above but the unpaid principal balance shall never exceed said Amount of Note. Advances and payments on note shall be recorded on records of Bank and such records shall be prima facie evidence of said advances, payments and unpaid principal balance. Subsequent advances shall be at Bank's option and the procedures described herein shall not be interpreted as granting a continuing line of credit for Amount of Note.

EVENTS OF DEFAULT. At option of holder, the unpaid balance of this Note and all other obligations of Maker to holder, whether direct or indirect, absolute or contingent, now existing or hereafter arising, shall become immediately due and payable without notice or demand upon the occurrence or existence of any of following events or conditions: (a) Any payment required by this Note or by any other note or obligation of Maker to holder or to others is not made when due; (b) Maker defaults in performance of any covenant, obligation, warranty or provision contained in any loan agreement or in any instrument or document securing or relating to this Note or any other note or obligation of Maker to holder or to others; (c) Any warranty, representation, financial information or statement made or furnished to Bank by or in behalf of Maker proves to have been false in any material respect when made or furnished; (d) The making of any levy against or seizure, garnishment or attachment of any collateral; (e) Failure by Maker to pay any indebtedness at maturity, or the occurrence of any event which results in acceleration of the maturity of indebtedness of Maker to holder or to others under any promissory note, agreement or undertaking; (f) Any time Bank in its sole discretion believes prospect of payment of this Note is impaired; (g) Death, dissolution, or termination of existence of any Maker; or (h) Appointment of a receiver over any part of the property of any Maker, the assignment of property by any Maker for the benefit of creditors, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against any party liable, directly or indirectly, hereunder. No waiver of any payment or other right under this Note or any related agreement shall operate as a waiver of any other payment or right.

COLLECTION COSTS. All parties agree to pay reasonable costs of collection, including an attorney's fee of 15% of all sums due upon default.

RIGHT OF OFFSET. Any indebtedness due from holder hereof to Maker or any party hereto including, but without limitation, any deposits or credit balances due from holder is pledged to secure payment hereof and any other obligation to holder of any party hereto and may at any time while the whole or any part of such indebtedness remains unpaid, whether before or after Maturity hereof, be appropriated, held or applied toward the payment of this Note or any other indebtedness to holder of any Maker or party hereto.



**BANK OF
OKLAHOMA** NA
P.O. Box 2300 - Tulsa, Oklahoma 74192

R. W. McMahon
(R. W. McMahon)